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22 Attorneys for Plaintiffs

23 **UNITED STATES DISTRICT COURT**
24 **SOUTHERN DISTRICT OF CALIFORNIA**

25 ERIC ARUNDEL, OWEN BOYER, JEFF) Case No. 17cv1433-WVG
26 HAYES, ROBERT KELSEY, ALEXIS)
27 LEFTRIDGE, RICHARD MELVIN,) **STIPULATION AND**
28 MICHAEL SANDERS, DEBRA SMITH,) **PROPOSED SETTLEMENT**
10 RICHARD STEVEN-SON, and SHERI) **ORDER**
11 PASANEN, on behalf of themselves and)
12 all others similarly situated,) **CLASS ACTION**

13)
14 Plaintiffs,) Judge: Hon. William V. Gallo
15 v.) Suite: 2125
16)

17 CITY OF SAN DIEGO,)
18)

19 Defendant.)
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1 Having reached a resolution of the issues in the above-referenced litigation
2 during the June 24, 2019 Mandatory Settlement Conference (Doc. No. 54), the
3 Parties have agreed to the terms in the proposed **Settlement Agreement and**
4 **Stipulation to Continuing Jurisdiction** (“**Settlement Agreement**”). (A true and
5 correct copy of the Settlement Agreement is attached hereto as Exhibit 1.) Therefore,
6 it is hereby stipulated and agreed by and between the Plaintiff CLASS
7 REPRESENTATIVES, individually and on behalf of all others similarly situated, by
8 and through Dreher Law Firm and Iredale & Yoo, APC on the one hand, and
9 Defendant CITY OF SAN DIEGO by and through the Office of the San Diego City
10 Attorney on the other hand, to cease active litigation of this matter according to the
11 settlement terms outlined herein, and to stipulate to the continuing jurisdiction of
12 Hon. William V. Gallo.

13 As detailed fully in the Settlement Agreement, the Parties agreed to resolve
14 this case as outlined below:

- 15 1) **Storage Facility:** Defendant City of San Diego agrees to open a new
16 storage facility in the City of San Diego for use by homeless persons to
17 store their personal belongings;
- 18 2) **San Diego Police Department Training Bulletin:** Defendant City of San
19 Diego agrees to implement and adopt new official written procedures for
20 the training of officers and the enforcement of SDMC 54.0110, as set forth
21 in the San Diego Police Department Training Bulletin No. 19-10 titled,
22 “Unauthorized Encroachments Prohibited – SDMC 54.0110”; and
- 23 3) **Attorneys’ Fees:** \$49,000 paid to Plaintiffs’ co-counsel, Iredale & Yoo.
24 The Parties stipulate and agree that Plaintiffs’ lead counsel Dreher Law
25 Firm has agreed to waive payment of and forego seeking attorneys’ fees in
26 this matter in consideration of the Settlement Agreement and adherence to
27 the terms and recitals therein. The Parties further stipulate and agree that
28 such waiver is and shall be without prejudice and that, in the event of a

1 substantial breach of the Settlement Agreement in this matter (if and as
2 determined by the Court), Plaintiffs' lead counsel shall reserve the right to,
3 and may, seek those attorneys' fees, as and to be determined and approved
4 by the Court.

5 **4) Continuing Jurisdiction:** The Parties stipulate that this matter shall be
6 subject to the continuing jurisdiction of Magistrate Judge William V. Gallo,
7 United States District Court, Southern District of California, in order to
8 provide for and enable the monitoring of the Parties' compliance with the
9 Settlement Agreement.¹

10 The Parties agree that the attached Settlement Agreement represents a
11 compromise and settlement of disputed claims, designed to avoid the time, expense
12 and uncertainty of protracted litigation in this Court. Nothing in the Settlement
13 Agreement is intended to or will be construed as an admission by Defendant that the
14 Plaintiffs' claims in the lawsuit have merit or that it has any liability to Plaintiffs or
15 the Class on those claims, nor is it intended to or will be construed as an admission
16 by Plaintiffs that their claims lack merit or that Defendant's defenses in the action
17 have any merit.

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26 ¹ Nothing in the instant STIPULATION AND PROPOSED SETTLEMENT
27 ORDER is intended to conflict with or override any term in the Settlement
28 Agreement; to the extent this STIPULATION contradicts any term in the Settlement
Agreement, the Settlement Agreement is the controlling and operative document.

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED by the Parties that they now desire to resolve the claims set forth in the lawsuit, subject to approval by this Court for the purpose of effecting the resolution.

Dated: September 26, 2019

DREHER LAW FIRM

By /s Robert Scott Dreher
Robert Scott Dreher

Attorneys for Plaintiffs

Dated: September 26, 2019

MARA W. ELLIOTT, City Attorney

By /s/Marni von Wilpert
Marni von Wilpert
Deputy City Attorney

Attorneys for Defendants

1 **SIGNATURE CERTIFICATION**

2 Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative
3 Policies and Procedures Manual, I hereby certify that the content of this document is
4 acceptable to Robert Scott Dreher, counsel for Plaintiffs, and that I have obtained Mr.
5 Dreher's authorization to affix his electronic signature to this document.

6

7 Dated: September 26, 2019

MARA W. ELLIOTT, City Attorney

8 By /s/ Marni von Wilpert

9 Marni von Wilpert
10 Deputy City Attorney

11 Attorneys for Defendants

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